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17 Attorneys for Plaintiff CLEAR BLUE SPECIALTY INSURANCE COMPANY

18 **UNITED STATES DISTRICT COURT**

19 **NORTHERN DISTRICT OF CALIFORNIA**

20 **SAN JOSE DIVISION**

21 CLEAR BLUE SPECIALTY
22 INSURANCE COMPANY,

23 Plaintiff,

24 v.

25 OZY MEDIA, INC., SAMIR RAO,
26 CARLOS WATSON, MARC LASRY,
27 and LIFELINE LEGACY HOLDINGS,
28 LLC,

Defendant.

Case No. 5:21-cv-08764-EJD

STIPULATION TO BE BOUND

1 Plaintiff Clear Blue Specialty Insurance Company ("Clear Blue") and
2 Defendant Marc Lasry ("Lasry"), by and through their undersigned counsel, hereby
3 stipulate and agree as follows:

4 1. On November 11, 2021, Clear Blue filed this Action for Rescission,
5 Declaratory Relief, and Interpleader (the "Coverage Action") [DE 1].

6 2. In the Coverage Action, Clear Blue seeks for a declaration that the
7 insurance policy numbered AX01-3274-01 ("the Policy") issued by Clear Blue to
8 Ozy Media, Inc. ("Ozy") is rescinded or otherwise void *ab initio*. Alternatively,
9 Clear Blue seeks a declaration that Clear Blue owes no duty to reimburse the costs
10 of defense or indemnify Defendants Ozy, Samir Rao, Carlos Watson, and/or Lasry
11 under the Policy. Alternatively, to the extent the Court finds Clear Blue is not
12 entitled to a declaration that (i) the Policy is rescinded or otherwise void *ab initio* or
13 (ii) that Clear Blue does have such a duty to reimburse defense costs or indemnify
14 the insureds, Clear Blue requests the Court to order the applicable policy limits to be
15 deposited into the Court and for the Defendants to interplead and litigate their
16 respective rights to such insurance funds and to release Clear Blue from any further
17 liabilities or obligations under the Policy.

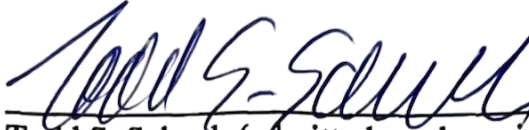
18 3. Lasry was named as a defendant in the Coverage Action as a former
19 board member of Ozy and an insured and potential claimant under the Policy.

20 4. To avoid the expense of litigating the Coverage Action, Lasry has
21 agreed to be bound by any ruling entered by the Court in the Coverage Action
22 concerning the validity of or coverage under the Policy.

23 5. In light of the foregoing, Clear Blue agrees to dismiss Lasry from the
24 Coverage Action, without prejudice and without an award of costs in favor of any
25 party.
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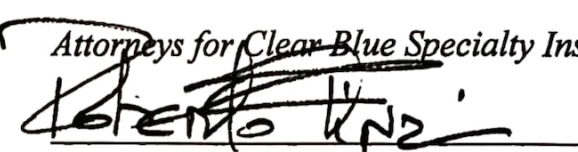
1 6. Upon execution of this stipulation, counsel for Clear Blue will engage
2 in the steps necessary to effectuate the voluntary dismissal of Defendant Lasry from
3 the Coverage Action.

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5 Dated: September 28, 2022

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